

EIGHTH AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS EIGHTH AMENDMENT to the Contract for Services dated June 25, 2015, and made effective April 13, 2015, is made and entered into: August 15, 2019 (the "Eighth Amendment") between LiRo Engineers, Inc., having an office located at 3 Aerial Way, Syosset, New York 11791 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, Contractor was a successful bidder pursuant to a request for qualifications issued by HTFC on December 3, 2014 (the "RFQ"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on June 25, 2015, and made effective April 13, 2015, pursuant to which Contractor provides certain services in support of HTFC's administration of the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program; and

WHEREAS, HTFC's Governor's Office of Storm Recovery ("GOSR") is specifically tasked with administering the State of New York's CDBG-DR program and therefore oversees and administers this particular Agreement; and

WHEREAS, Contractor's Total Fee in the Contract for Services dated June 25, 2015 totaled \$1,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on March 16, 2016 which increased the Total Fee to \$21,362,982.00 and extended the Term to February 28, 2017; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on September 30, 2016 which increased the Total Fee to \$21,711,882.00 and extended the Term to August 7, 2017; and

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement on December 20, 2016 which increased the Total Fee to \$21,787,754.50 with no Term extension; and

WHEREAS, HTFC and Contractor entered into a Fourth Amendment to the Agreement

on March 31, 2017 which increased the Total Fee to \$25,644,134.05 and extended the Term to March 31, 2018; and

WHEREAS, HTFC and Contractor entered into a Fifth Amendment to the Agreement on March 31, 2017 which increased the Total Fee to \$38,595,585.85 with no Term extension; and

WHEREAS, HTFC and Contractor entered into a Sixth Amendment to the Agreement on December 22, 2017 which increased the Total Fee to \$38,728,865.85 and extended the Term to December 31, 2019; and

WHEREAS, HTFC and Contractor entered into a Seventh Amendment to the Agreement on September 13, 2018 which increased the Total Fee to \$48,578,865.85 with no Term extension; and

WHEREAS, GOSR wishes to obtain additional services from Contractor that are within the scope of services sought under the RFQ and provided by Contractor under the Agreement; and

WHEREAS, GOSR seeks to extend the Term of the Agreement to March 31, 2020 to allow Contractor to perform additional services; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Eighth Amendment in order to extend the Term to allow Contractor to perform additional services;

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

**STIPULATED AND AGREED as follows:**

1. The first sentence of Section 4 of the Agreement, entitled "Period of Agreement," is hereby deleted and replaced with the following: "This Agreement shall commence as of the Effective Date and shall terminate on March 31, 2020."
2. The date range associated with the Hourly Rates column for each Task, as contained in the Exhibit B1 Fee Schedule, currently titled "April 13, 2018 - December 31, 2019", is hereby replaced with the following date range: "April 13, 2018 - March 31, 2020."

3. All other terms and conditions, including appendices, attachments, exhibits, riders and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this Eighth Amendment on the day and year first above written.

**LiRo Engineers, Inc.**

By: \_\_\_\_\_

Name: Lawrence H. Blond, P.E.  
Title: Senior Vice President  
Date: July 17, 2019

**Housing Trust Fund Corporation**

By: \_\_\_\_\_

Name: Emily Thompson  
Title: Acting General Counsel, Governor's  
Office of Storm Recovery  
Date: 8/15/19